

AFFIDAVIT

State of Indiana

County of Hamilton

NAME OF INSURED TRUCK TIRE SALES INC

POLICY NUMBER: USO 55698923

POLICY DATES: 07-24-2015 TO 07-24-2016

David Hager being duly sworn on oath says he is an archivist of
The Ohio Casualty Insurance Company and that he has compared the
attached copies of the insurance policy number listed above and
endorsements with the original records of the policy of insurance and
endorsements contained in the Company's files and that the same is a
true and exact recital of all the provisions in the said original policy and
endorsements attached thereto.

David Hager

Subscribed and sworn to before me

October 5, 2016

Luann M Mueller
Notary Public

Luann M Mueller
Notary Public, State of Indiana

SEAL

Marion County
Commission # 624064
My Commission Expires
February 7, 2019



Coverage is Provided by
The Ohio Casualty Insurance Company

Policy Change Endorsement

Policy Number:
USO (16) 55 69 89 23
Policy Period:
From 07/24/2015 To 07/24/2016
Endorsement Period:
From 07/24/2015 to 07/24/2016
12:01 am Standard Time
at Insured Mailing Location

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

TRUCK TIRE SALES INC
PO BOX 9123
426 PERSHING RD
CHICAGO, IL 60609

(815) 485-2158
KLAFTER NORTHERN INS SERVICE LTD
350 HOUBOLT RD STE 200
JOLIET, IL 60431-8305

CHANGES TO POLICY - TRANSACTION # 2

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Return Premium	\$2,549.00
Total Return Charges	\$2,549.00

Description of Change(s)

Limits/Exposures
Reduce Umbrella Limit to \$1,000,000
See The Revised Declarations and Declarations Schedule

Servicing Office
and Issue Date

Illinois Regional Office
07/24/2015

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



The Ohio Casualty Insurance Company

Policy Change Endorsement

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Named Insured

Agent

TRUCK TIRE SALES INC

(815) 485-2158
KLAFTER NORTHERN INS SERVICE LTD

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER

TITLE

CU 60 02 06 97	Commercial Umbrella Coverage Form
*CU 60 39 01 15	Cap On Losses From Certified Acts Of Terrorism
*CU 60 40 01 15	Underlying Coverage Requirement For Certified Acts Of Terrorism
CU 61 06 01 13	Auto Liability - Following Form
CU 61 99 09 00	Illinois Changes - Cancellation and Nonrenewal
CU 62 18 06 97	Amendment of Pollution Exclusion - Exception for Named Peril of Hostile Fire
CU 63 44 06 97	Foreign Liability - Following Form
CU 63 80 12 04	Fungi or Bacteria Exclusion
CU 64 79 05 09	Exclusion - Recording and Distribution of Material or Information in Violation of the Law
CU 64 82 07 14	Amendment - Electronic Data
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
CU 64 92 01 13	Mobile Equipment - Following Form
*CU 65 08 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CU 88 01 12 02	War Liability Exclusion
CU 88 02 05 09	Non-Cumulation of Liability (Same Occurrence)
CU 88 03 12 07	Employment Related Practices Exclusion
CU 88 30 07 14	General Amendatory Endorsement
CU 88 34 04 06	Illinois Changes - Defense Costs
CU 88 39 07 14	Amendment of Definition of Insured
CU 88 88 09 11	Illinois Changes - Civil Union
CU 89 19 01 13	Amendment of Watercraft Exclusion

Servicing Office
and Issue Date

Illinois Regional Office
07/24/2015

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08

07/24/2015

55698923

N0131228

350

ICAFPPNO

INSURED COPY

001437

PAGE 2 OF 12



Coverage is Provided by
The Ohio Casualty Insurance Company

Policy Change Endorsement

Policy Number:
USO (16) 55 69 89 23
Policy Period:
From 07/24/2015 To 07/24/2016
Endorsement Period:
From 07/24/2015 to 07/24/2016
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Named Insured

Agent

TRUCK TIRE SALES INC

(815) 485-2158
KLAFTER NORTHERN INS SERVICE LTD

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER

TITLE

CU 89 21 01 13	Amendment of Aircraft Exclusion
CU 89 45 10 14	Access or Disclosure Of Confidential Or Personal Information And Data-Related - Liability with Limited Bodily Injury Exception Exclusion

Servicing Office
and Issue Date

Illinois Regional Office
07/24/2015

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

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The Ohio Casualty Insurance Company

Policy Number:
USO (16) 55 69 89 23**Commercial Umbrella
Policy Declarations -Revised**

Basis: Occurrence

(ITEM 1) NAMED INSURED & MAILING ADDRESS**AGENT MAILING ADDRESS & PHONE NO.**TRUCK TIRE SALES INC
PO BOX 9123
426 PERSHING RD
CHICAGO, IL 60609(815) 485-2158
KLAFTER NORTHERN INS SERVICE LTD
350 HOUBOLT RD STE 200
JOLIET, IL 60431-8305**Named Insured Is:** CORPORATION**Named Insured Business Is:** TIRE SALES AND SERVICE**(ITEM 2) POLICY PERIOD**

From 07/24/2015 TO 07/24/2016 12:01 AM Standard Time at Insured Mailing Location

(ITEM 3) PREMIUM CHARGES

Explanation of Charges	DESCRIPTION	PREMIUM
	Commercial Umbrella	**
	Certified Acts of Terrorism Coverage	** (Included)

Total Advance Charges

**

*Note: This is not a bill*****SEE POLICY CHANGE ENDORSEMENT FOR EXPLANATION OF CHARGES.**

BASIS OF PREMIUM: NON-AUDITABLE(X) AUDITABLE()

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN (10%) OF THE POLICY PREMIUM AS THE MINIMUM RETAINED PREMIUM PLUS CERTIFIED ACTS OF TERRORISM COVERAGE AND ANY APPLICABLE TAXES AND SURCHARGES.

(ITEM 4) LIMITS OF INSURANCE

DESCRIPTION	LIMIT
EACH OCCURRENCE	\$1,000,000
AGGREGATE (WHERE APPLICABLE)	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$1,000,000
SELF-INSURED RETENTION	\$10,000

Servicing Office Illinois Regional Office
and Issue Date 07/24/2015

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000**DS 70 22 01 08**

**(ITEM 5) SCHEDULE OF UNDERLYING INSURANCE:**

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE	
OHIO SECURITY INSURANCE COMPANY	GENERAL LIABILITY	\$1,000,000	EACH OCCURRENCE LIMIT
BKS(16)55698923 07/24/2015 - 07/24/2016		\$1,000,000	PERSONAL AND ADVERTISING INJURY LIMIT
		\$2,000,000	GENERAL AGGREGATE LIMIT
		\$2,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT
OHIO SECURITY INSURANCE COMPANY	OWNED AND HIRED AND/OR NONOWNED AUTO LIABILITY	\$1,000,000	COMBINED SINGLE LIMIT
BAS(16)55698923 07/24/2015 - 07/24/2016			
OHIO SECURITY INSURANCE COMPANY	EMPLOYERS LIABILITY*	\$500,000	BODILY INJURY EACH ACCIDENT LIMIT
XWS(16)55698923 07/24/2015 - 07/24/2016		\$500,000	BODILY INJURY BY DISEASE AGGREGATE LIMIT
		\$500,000	BODILY INJURY BY DISEASE EACH EMPLOYEE LIMIT
*EMPLOYERS LIABILITY COVERAGE IS NOT PROVIDED FOR CLAIMS BY EMPLOYEES WHO ARE SUBJECT TO THE WORKERS COMPENSATION LAWS OF NEW YORK			

To report a claim, call your Agent or 1-800-362-0000

DS 70 23 01 08

**POLICY FORMS AND ENDORSEMENTS**

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 60 02 06 97	Commercial Umbrella Coverage Form
*CU 60 39 01 15	Cap On Losses From Certified Acts Of Terrorism
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CU 63 44 06 97	Foreign Liability - Following Form
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CU 64 82 07 14	Amendment - Electronic Data
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CU 88 88 09 11	Illinois Changes - Civil Union
CU 89 19 01 13	Amendment of Watercraft Exclusion
CU 89 21 01 13	Amendment of Aircraft Exclusion
CU 89 45 10 14	Access or Disclosure Of Confidential Or Personal Information And Data-Related - Liability with Limited Bodily Injury Exception Exclusion

In witness whereof, we have caused this policy to be signed by our authorized officers.

Dexter Legg
Secretary

Paul Condren
President

To report a claim, call your Agent or 1-800-362-0000
DS 70 23 01 08

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERLYING COVERAGE REQUIREMENT FOR CERTIFIED
ACTS OF TERRORISM**

With respect to any one or more "certified acts of terrorism," we will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement for "Certified Acts of Terrorism" and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this Requirement.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This exclusion does not apply to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

This endorsement does not change any other provision of the policy.

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Policyholder Information

Named Insured & Mailing Address

TRUCK TIRE SALES INC
PO BOX 9123
426 PERSHING RD
CHICAGO, IL 60609

Agent Mailing Address & Phone No.

(815) 485-2158
KLAFTER NORTHERN INS SERVICE LTD
350 HOUBOLT RD STE 200
JOLIET, IL 60431-8305

Dear Policyholder:

We know you work hard to build your business. We work together with your agent, **KLAFTER NORTHERN INS SERVICE LTD (815) 485-2158** to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:

- Commercial Umbrella

To find your limits of insurance and premium please refer to your Declarations page(s). Please refer to your policy for specific coverages.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (815) 485-2158



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (815) 485-2158
- In case of a claim, call your Agent or 1-800-362-0000

**THIS IS
NOT A
BILL**

You Need To Know

- CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-800-362-0000

You Need To Know - continued

- **NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
NP 73 12 01 08	Policyholder Disclosure Notice Of Insurance Coverage For Certified Acts Of Terrorism
NP 75 65 05 09	Important Notice To Policyholder - Recording and Distribution Of Material Or Information In Violation Of Law Exclusion
NP 90 83 11 11	Illinois Notice to Policyholders Regarding the Religious Freedom Protection and Civil Union Act
NP 93 58 07 14	Notice to Policyholders Commercial Umbrella Multistate Forms Revisions
NP 95 89 10 14	Important Notice to Policyholders - Access or Disclosure of Confidential or Personal Information And Data-Related Liability - with Limited Bodily Injury Exception Exclusion

**LIBERTY MUTUAL INSURANCE
COMMERCIAL UMBRELLA AND EXCESS LIABILITY**

06/09/2015

TRUCK TIRE SALES INC

USO (16) 55 69 89 23

From 07/24/2015 To 07/24/2016

PO BOX 9123

CHICAGO, IL 60609

(815) 485-2158

KLAFTER NORTHERN INS SERVICE LTD

350 HOUBOLT RD STE 200

JOLIET, IL 60431-8305

**POLICYHOLDER DISCLOSURE NOTICE OF
INSURANCE COVERAGE FOR CERTIFIED ACTS OF TERRORISM**

You are hereby notified that under the Terrorism Risk Insurance Act that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The United States government, department of the treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if the aggregate insured losses attributable to terrorist acts certified on the terrorism risk insurance act exceed \$100 billion in a program year (January 1 through December 31), the treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

TERRORISM INSURANCE COVERAGE

Your policy has been issued with Terrorism Coverage. The premium for coverage is shown on your policy declarations as "Certified Acts of Terrorism Coverage." If you accept Terrorism Coverage, no action on your part is required.

REJECTION OF TERRORISM INSURANCE COVERAGE

Should you choose not to accept Terrorism Coverage, you have 45 days from the date of issuance of this notice to reject Terrorism Coverage. If you elect to reject the Terrorism Coverage within the next 45 days, sign your name on the Policyholder/Applicant's Signature line on NP 73 12 01 08 and return this form to:

Attn: Commercial Umbrella & Excess Liability - Terrorism
P.O. Box 188060
Fairfield OH 45018

**LIBERTY MUTUAL INSURANCE
COMMERCIAL UMBRELLA AND EXCESS LIABILITY**

**POLICYHOLDER DISCLOSURE NOTICE OF
INSURANCE COVERAGE FOR CERTIFIED ACTS OF TERRORISM**

Upon receipt of your signed rejection notice, we will endorse your policy to exclude Terrorism Coverage for the current policy term, returning premium or adjusting your account balance, subject to a Minimum Premium, as appropriate. In addition to adjusting the terrorism premium, we will attach a terrorism exclusion to your policy.

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

☐ I hereby reject Terrorism Coverage for this policy and elect to have the exclusion for Terrorism Coverage added. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured

Policy Number

TRUCK TIRE SALES INC

USO (16) 55 69 89 23

Policy Effective/Expiration Date

From 07/24/2015 To 07/24/2016

UNDERLYING COVERAGE REQUIREMENT

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

Attn: Commercial Umbrella & Excess Liability - Terrorism
P.O. Box 188060
Fairfield OH 45018

NP 75 65 05 09

IMPORTANT NOTICE TO POLICYHOLDER RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This Notice explains changes in your Commercial Umbrella or Excess Liability Coverage. It contains a brief summary of significant revisions and must be reviewed in conjunction with your previous and renewal policies to reference the endorsements described herein.

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

Your policy is being renewed with one of the following:

- The **Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law** endorsement **CU 64 79 05 09** which modifies the Commercial Umbrella Coverage Form; or
- The **Alaska Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law** endorsement **CU 88 08 05 09** which modifies the Commercial Umbrella Coverage Form; or
- The **Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law** endorsement **CE 66 54 05 09** which modifies the Excess Liability Coverage Form; or
- Alaska Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law endorsement **CE 88 09 05 09** which modifies the Excess Liability Coverage Form.

The endorsement replaces the current "Exclusion - Electronic Distribution Of Unsolicited Material" endorsement with a revised exclusion, newly titled "Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law" endorsement. The revised exclusion contains language that elaborates on the intent of the Distribution Of Material In Violation Of Statutes Exclusion to reflect that, in addition to the TCPA and CAN-SPAM Act of 2003, the exclusion will more explicitly exclude liability coverage for bodily injury, property damage or personal and advertising injury arising out of any action or omission that violates, or is alleged to violate, the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA) and any other similar federal, state or local statute, ordinance or regulation concerning disposal and dissemination of personal information.

**ILLINOIS NOTICE TO POLICYHOLDERS
REGARDING THE RELIGIOUS FREEDOM
PROTECTION AND CIVIL UNION ACT**

Dear Policyholder,

This is to provide notice that, pursuant to Illinois Department of Insurance Company Bulletin 2011-06 (CB 2011-06), this policy is in compliance with the Illinois Religious Freedom Protection and Civil Union Act ("the Act", 750 ILL. COMP. STAT. 75/1). The Act, which became effective on June 1, 2011, creates a legal relationship between two persons of either the same or opposite sex who establish a civil union.

The Act provides that parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the law of Illinois to spouses, whether they are derived from statute, administrative rule, policy, common law or any source of civil or criminal law. In addition, this law requires recognition of a same-sex civil union, marriage, or other substantially similar legal relationship, except for common law marriage, legally entered into in other jurisdictions. The Act further provides that "party to a civil union" shall be included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin" and other terms descriptive of spousal relationships as those terms are used throughout the law. According to CB 2011-06, this includes the terms "marriage" or "married" or any variations thereof. CB 2011-06 also states that if policies of insurance provide coverage for children, the children of civil unions must also be provided coverage.

IMPORTANT NOTICE TO POLICYHOLDERS COMMERCIAL UMBRELLA MULTISTATE FORMS REVISIONS

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial umbrella insurance. This notice contains a brief summary of the coverage changes made to your policy. These changes primarily result from revisions in underlying policy forms.

The changes outlined below are organized into three general categories: Professional Services Exclusions; Auto, Aircraft and Watercraft Exclusions; and Other Changes. Please note that not all of the endorsements noted may apply to your specific policy. In addition, this notice does not reference every editorial change made to the endorsement or coverage form, only material (or significant) coverage changes.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

SUMMARY OF POLICY CHANGES

PROFESSIONAL SERVICES EXCLUSIONS

The following endorsements are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured:

- CU 60 29 07 14 Professional Liability - Following Form
- CU 60 60 07 14 Telecommunication Equipment Or Service Providers Errors And Omissions Exclusion
- CU 60 68 07 14 Medical Professional Services Exclusion
- CU 60 69 07 14 Medical Professional Services - Following Form
- CU 60 77 07 14 Texas - Insurance Company As Named Insured
- CU 60 81 07 14 Specified Professional Liability Exclusion
- CU 60 83 07 14 Louisiana - Schools Or Colleges Limitation
- CU 61 15 07 14 Engineers, Architects Or Surveyors Professional Liability Exclusion
- CU 61 18 07 14 Exclusion Of Insurance Agents' And Brokers' Errors And Omissions
- CU 61 19 07 14 Insurance Company As Named Insured Limitation
- CU 61 35 07 14 Professional Liability Exclusion
- CU 61 37 07 14 Real Estate Agents And Brokers Errors And Omissions Exclusion And Limitation
- CU 61 39 07 14 Schools Or Colleges Limitation (Athletics Exclusion)
- CU 63 15 07 14 Professional Liability - Law Enforcement Exclusion
- CU 63 16 07 14 Professional Liability - Emergency Medical Technicians, Ambulance Drivers And Attendants Exclusion
- CU 63 18 07 14 Schools Or Colleges Limitation (Athletics - Follow Form)
- CU 63 97 07 14 Illinois - Insurance Company As Named Insured
- CU 64 67 07 14 Exclusion - Internet Service Providers And Internet Access Providers Errors And Omissions
- CU 64 70 07 14 Professional Liability Exclusion - Electronic Data Processing Services And Computer Consulting Or Programming Services
- CU 64 71 07 14 Professional Liability Exclusion - Web-Site Designers

- CU 88 04 07 14 Professional Services Exclusion
- CU 88 05 07 14 Professional Services - Following Form
- CU 89 13 07 14 Specified Health Or Cosmetic Services - Following Form
- CU 89 17 07 14 Exclusion Diagnostic Testing Laboratories
- CU 89 18 07 14 Exclusion - Testing Or Consulting Errors And Omissions

Editorial changes are also made throughout to achieve consistency among forms and improve readability.

AUTO, AIRCRAFT AND WATERCRAFT EXCLUSIONS

The following endorsements are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured:

- CU 60 45 01 13 Watercraft Liability - Following Form
- CU 61 01 01 13 Aircraft Liability Exclusion
- CU 61 05 07 14 Auto Dealers And Auto Services Limitation
- CU 61 06 01 13 Auto Liability - Following Form
- CU 61 07 01 13 Automobile Liability Exclusion
- CU 61 47 01 13 Watercraft Liability Exclusion
- CU 63 91 01 13 Aircraft Liability - Following Form
- CU 64 92 01 13 Mobile Equipment - Following Form

Editorial changes are also made throughout to improve readability and achieve consistency among forms.

OTHER CHANGES

- *If your renewal policy contains one of the following endorsements:*
 - **CU 60 45 01 13 Watercraft Liability - Following Form** and your prior policy contained endorsement **CU 60 45 06 97 Watercraft Liability - Following Form**
 - **CU 61 47 01 13 Watercraft Liability Exclusion** and your prior policy contained endorsement **CU 61 47 06 97 Watercraft Liability Exclusion**
- then the following change applies to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Auto, Aircraft and Watercraft section of this notice, the endorsement is revised to expressly state that the exclusion applies to any liability arising out of the entrustment to others of any watercraft.

- *If your renewal policy contains endorsement **CU 60 54 07 98 Exclusion - All Hazards In Connection With Designated Premises** and your prior policy contained endorsement **CU 60 54 06 97 Exclusion Of Coverage For Specified Locations** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is:

- Newly titled, "Exclusion - All Hazards In Connection With Designated Premises"; and
- Revised to reinforce that the exclusion applies to any liability arising out of:
 - The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;
 - Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or

- Goods or products manufactured at or distributed from those premises.

Editorial changes are also made throughout to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 60 64 07 14 Contractors Limitation Endorsement - Wrap-Ups** and your prior policy contained **CU 60 64 06 97 Contractors Limitation Endorsement - Wrap-Ups** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised as follows:

- New defined terms, "explosion hazard", "collapse hazard", and "underground property damage hazard", are added to achieve consistency with underlying exclusionary language.
- The professional services exclusion is revised to:
 - Exclude liability arising out of the rendering of professional services with respect to providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; or providing engineering, architectural or surveying services in connection with construction work you perform.
 - Expressly address claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.
 - Add an exception for construction means, methods, techniques, sequences and procedures employed by the named insured in connection with your operations as a construction contractor.

Editorial changes are also made throughout to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 60 77 07 14 Texas - Insurance Company As Named Insured** and your prior policy contained **CU 60 77 06 97 Texas - Insurance Company As Named Insured** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Professional Services Exclusion section of this notice, the endorsement is revised as follows:

- The claims handling exclusion is amended to specifically reference treaties of insurance and self-insurance. It is also revised to expressly apply to the investigation of any claims.
- The professional services exclusion is revised to expressly address:
 - Inspection or making recommendations as an insurance or reinsurance company, consultant, agent, intermediary or broker.
 - Maintaining accounts or records of others.
 - Conducting investment, loan, or real estate departments or operations.
 - Acting in any capacity as a fiduciary or trustee for annuities, endowments or employee benefits plans.
 - Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

- *If your renewal policy contains endorsement **CU 61 05 07 14 Auto Dealers And Auto Services Limitation** and your prior policy contained **CU 61 05 05 09 Auto Dealers And Auto Services Limitation** then the following change applies to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Auto, Aircraft and Watercraft section of this notice, the endorsement is revised to expressly state that the exclusion applies to any liability arising out of the entrustment to others of any auto you lease or rent to others or an auto in any non-business activity.

- *If your renewal policy contains one of the following endorsements:*
 - **CU 61 06 01 13 Auto Liability - Following Form** and your prior policy contained **CU 61 06 06 97 Auto Liability - Following Form**
 - **CU 61 07 01 13 Auto Liability Exclusion** and your prior policy contained **CU 61 07 06 97 Auto Liability Exclusion**

then the following change applies to your policy:

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Auto, Aircraft and Watercraft section of this notice, the endorsement is revised to expressly state that the exclusion applies to any liability arising out of the entrustment to others of any auto.

The defined term "auto" is revised to mean auto as it is defined in the scheduled underlying insurance.

- *If your renewal policy contains endorsement **CU 61 19 07 14 Insurance Company As Named Insured Limitation** and your prior policy contained **CU 61 19 06 97 Insurance Company As Named Insured** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Professional Services Exclusion section of this notice, the endorsement is revised as follows:

- The claims handling exclusion is amended to specifically reference treaties of insurance and self-insurance. It is also revised to expressly apply to the investigation of any claims.
- The professional services exclusion is revised to expressly address:
 - Inspection or making recommendations as an insurance or reinsurance company, consultant, agent, intermediary or broker.
 - Maintaining accounts or records of others.
 - Conducting investment, loan, or real estate departments or operations.
 - Acting in any capacity as a fiduciary or trustee for annuities, endowments or employee benefits plans.
 - Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.
- *If your renewal policy contains endorsement **CU 61 25 07 14 Liquor Liability Exclusion** and your prior policy contained **CU 61 25 05 09 Liquor Liability Exclusion** then the following changes apply to your policy:*

BROADENING OF COVERAGE

The endorsement is revised to provide an exception to the exclusion with respect to allowing a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises, but only to the extent there is scheduled underlying insurance for such liability and for no broader coverage than is provided by that policy.

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

- *If your renewal policy contains endorsement **CU 61 26 07 14 Liquor Liability - Following Form** and your prior policy contained **CU 61 26 06 97 Liquor Liability - Following Form** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

Editorial changes are also made throughout to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 61 46 07 14 Failure To Supply Exclusion** and your prior policy contained **CU 61 46 06 97 Failure To Supply Exclusion** then the following changes apply to your policy:*

BROADENING OF COVERAGE

An exception is added to the exclusion for failure to supply that results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel, but only to the extent there is scheduled underlying insurance for such failure to supply and for no broader coverage than is provided by that policy.

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised to expressly state that the exclusion also applies to the failure of any insured to adequately supply biofuel.

Editorial changes are made throughout to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 61 50 07 14 Contractors Limitation Endorsement** and your prior policy contained **CU 61 50 11 06 Contractors Limitation Endorsement** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised as follows:

- New defined terms, "explosion hazard"; "collapse hazard"; and "underground property damage hazard", are added to achieve consistency with underlying exclusionary language.
- The wrap-up exclusion is revised to:
 - Specifically reference consolidated insurance programs; and
 - Reinforce that the exclusion applies whether or not the consolidated (wrap-up) insurance program provides identical coverage, has adequate limits or remains in effect.

- The professional services exclusion is revised to:
 - Exclude liability arising out of the rendering of professional services with respect to providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; or providing engineering, architectural or surveying services in connection with construction work you perform.
 - Expressly address claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.
 - Add an exception for construction means, methods, techniques, sequences and procedures employed by the named insured in connection with your operations as a construction contractor.

Editorial changes are also made throughout to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 61 55 07 14 Municipalities Limitation Endorsement** and your prior policy contained **CU 61 55 04 99 Municipalities Endorsement** or **CU 61 49 12 99 Virginia Municipalities Limitation Endorsement** then the following changes apply to your policy:*

BROADENING OF COVERAGE

An exception is added to the exclusion for failure to supply that results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel, but only to the extent there is scheduled underlying insurance for such failure to supply and for no broader coverage than is provided by that policy.

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised as follows:

- The professional services exclusion is revised to expressly address claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.
- The failure to supply exclusion is revised to expressly state that the exclusion also applies to the failure of any insured to adequately supply biofuel.
- New defined terms, "explosion hazard", "collapse hazard": and "underground property damage hazard", are added to achieve consistency with underlying exclusionary language.

The endorsement is re-titled to read: "Municipalities Limitation Endorsement".

Editorial changes are also made throughout to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 63 97 07 14 Illinois - Insurance Company As Named Insured** and your prior policy contained **CU 63 97 11 97 Illinois - Insurance Company As Named Insured** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Professional Services Exclusion section of this notice, the endorsement is revised as follows:

- The claims handling exclusion is amended to specifically reference treaties of insurance and self- insurance. It is also revised to expressly apply to the investigation of any claims.

- The professional services exclusion is revised to expressly address:
 - Inspection or making recommendations as an insurance or reinsurance company, consultant, agent, intermediary or broker.
 - Maintaining accounts or records of others.
 - Conducting investment, loan, or real estate departments or operations.
 - Acting in any capacity as a fiduciary or trustee for annuities, endowments or employee benefits plans.
 - Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

- *If your renewal policy contains endorsement **CU 64 82 07 14 Amendment - Electronic Data** and your prior policy contained **CU 64 82 11 04 Amendment - Electronic Data** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

An electronic data exclusion is added to further reinforce that coverage is not intended for loss of electronic data. An exception to this exclusion is included for damages because of bodily injury, but only to the extent that insurance is provided for such damages by scheduled underlying insurance and for no broader coverage than is provided by such policy.

Editorial changes are also made throughout to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 64 92 01 13 Mobile Equipment - Following Form** and your prior policy contained **CU 64 92 01 07 Mobile Equipment - Following Form** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Auto, Aircraft and Watercraft section of this notice, the endorsement is revised to:

- Expressly state that the exclusion applies to any liability arising out of the entrustment to others of any mobile equipment.
- Amend the definition of mobile equipment to mean mobile equipment as it defined in the underlying insurance.

- *If your renewal policy contains endorsement **CU 88 23 07 14 Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities** and your prior policy contained **CU 88 23 05 09 Amendment Of Liquor Liability Exclusion** then the following changes apply to your policy:*

COVERAGE REDUCTION

The endorsement is revised to indicate that the liquor liability exclusion will apply if a named insured permits any person to bring any alcoholic beverages on the named insured's premises, for consumption on the named insured's premises. However, an exception to the exclusion is added with respect to allowing a person to bring alcoholic beverages on the premises described in the Schedule of the endorsement, for consumption on the premises, but only to the extent there is scheduled underlying insurance for such liability and for no broader coverage than is provided by that policy.

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

The endorsement is also re-titled to read "Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities".

- *If your renewal policy contains endorsement **CU 88 24 07 14 Amendment Of Liquor Liability Exclusion - Following Form** and your prior policy contained **CU 88 24 05 09 Amendment Of Liquor Liability - Following Form** then the following changes apply to your policy:*

COVERAGE REDUCTION

The endorsement is revised to indicate that the liquor liability exclusion will apply if a named insured permits any person to bring any alcoholic beverages on the named insured's premises, for consumption on the named insured's premises.

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

- *If your renewal policy contains endorsement **CU 88 30 07 14 General Amendatory Endorsement** and your prior policy contained **CU 88 30 05 09 Amendatory Endorsement** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

For consistency with the definition of personal and advertising injury, the personal and advertising injury exclusions that apply to:

- Material published with knowledge of falsity; and
- Material published prior to the policy period

are revised to reference "in any manner", with respect to oral or written publication.

The endorsement is also re-titled to read "General Amendatory Endorsement".

- *If your renewal policy contains endorsement **CU 88 39 07 14 Amendment Of Definition Of Insured** and your prior policy contained **CU 88 39 02 10 Amendment Of Definition Of Insured** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The endorsement is revised to:

- Expressly state that coverage provided to the additional insured applies only to the extent permissible by law.
- Reinforce that the applicable limits of insurance shown in the Declarations are not increased by this endorsement.

Editorial changes are also made to improve readability and achieve consistency among forms.

- *If your renewal policy contains endorsement **CU 89 08 01 13 Assumed Products Liability Exclusion** and your prior policy did not contain a similar exclusion then the following change applies to your policy:*

COVERAGE REDUCTION

The definition of insured contract is amended to exclude that part of any contract or agreement that indemnifies any person or organization for bodily injury or property damage arising out of good or products sold, handled, distributed or disposed of by the insured.

- If your renewal policy contains endorsement **CU 89 11 01 13 Products/Completed Operations Hazard Redefined** and your prior policy did not contain a similar endorsement then the following change applies to your policy:

BROADENING OF COVERAGE

The products-completed operations hazard is amended to include bodily injury and property damage if the bodily injury or property damage occurs after you have relinquished possess of those products, to the extent that this amended definition applies in a policy listed in the Schedule of Underlying Insurance.

- If your renewal policy contains endorsement **CU 89 12 01 13 Mexican Auto Coverage Exclusion** and your prior policy did not contain a similar exclusion then the following change applies to your policy:

COVERAGE REDUCTION

An exclusion is added to your policy for any liability arising out of the ownership, maintenance, operations, use, loading or unloading of any auto in Mexico.

- If your renewal policy contains endorsement **CU 89 13 07 14 Specified Health Or Cosmetic Services - Following Form** and your prior policy did not contain a similar exclusion then the following change applies to your policy:

COVERAGE REDUCTION

An exclusion is added to your policy for the rendering of any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy except to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance.

- If your renewal policy contains endorsement **CU 89 15 06 12 Amendment of Cancellation Provisions - Scheduled Person or Organization** and your prior policy did not contain a similar endorsement then the following changes apply to your policy:

BROADENING OF COVERAGE

This Cancellation Conditions are amended to provide prior written notice of cancellation to persons or organizations that are shown in the Schedule of the endorsement for reasons other than nonpayment of premium. Our obligation to send notice terminates at the earlier of the current policy period or when the named insured no longer has a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

- If your renewal policy contains endorsement **CU 89 17 07 14 Exclusion Diagnostic Testing Laboratories** and your prior policy did not contain a similar exclusion then the following changes apply to your policy:

COVERAGE REDUCTION

An exclusion is added to your policy for bodily injury, property damage, personal injury, advertising injury, or personal and advertising injury arising out of:

- Medical or diagnostic testing, techniques or procedures used for the:
 - Detection, diagnosis or treatment of any sickness, disease, condition or injury; or
 - Evaluation of a patient's response to treatment or medication; or
- The reporting of or reliance upon the results of such medical or diagnostic testing, techniques or procedures as described above.

- *If your renewal policy contains endorsement **CU 89 18 07 14 Exclusion - Testing Or Consulting Errors And Omissions** and your prior policy contained **CU 89 18 01 13 Exclusion Diagnostic Testing Laboratories** then the following change applies to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

In addition to the change described in the Professional Services Exclusion section of this notice, the endorsement is re-titled to read "Exclusion - Testing Or Consulting Errors And Omissions".

- *If your renewal policy contains endorsement **CU 89 18 07 14 Exclusion - Testing Or Consulting Errors And Omissions** and your prior policy did not contain a similar endorsement then the following changes apply to your policy:*

COVERAGE REDUCTION

An exclusion is added to your policy for bodily injury, property damage, personal injury, advertising injury, or personal and advertising injury arising out of:

- An error, omission, defect or deficiency in any test performed or an evaluation, consultation or advice given, by or on behalf of any insured.
 - The reporting of or reliance upon any such test, evaluation, consultation, or advice; or
 - An error, omission, defect, or deficiency in experimental data or the insured's interpretation of that data.
- *If your renewal policy contains endorsement **CU 89 19 01 13 Amendment of Watercraft Exclusion** and your prior policy did not contain a similar exclusion then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The watercraft exclusion in your Commercial Umbrella Coverage Form is revised to expressly state that it applies:

- Even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.
 - To bodily injury or property damage arising out of the entrustment to others of any watercraft if such watercraft is owned by, or chartered without a crew by or on behalf of, any insured.
- *If your renewal policy contains endorsement **CU 89 20 05 09 Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Designated Person or Organization** and your prior policy did not contain a similar exclusion then the following changes apply to your policy:*

BROADENING OF COVERAGE

The Transfer Of Rights Of Recovery Against Others To Us condition in your Commercial Umbrella Coverage Form is revised so that we waive any right of recovery we may have against the entity shown in the Schedule of the endorsement because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard.

- *If your renewal policy contains endorsement **CU 89 21 01 13 Amendment of Aircraft Exclusion** and your prior policy did not contain a similar exclusion then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

The aircraft exclusion in your Commercial Umbrella Coverage Form is revised to expressly state that it applies:

- Even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.
- To bodily injury or property damage arising out of the entrustment to others of any aircraft if such aircraft is owned by, or hired without pilot or crew by or on behalf of, any insured.

- *If your renewal policy contains endorsement **CU 89 22 01 13 Exclusion - Designated Products** and your prior policy did not contain a similar exclusion then the following change applies to your policy:*

COVERAGE REDUCTION

An exclusion is added to your policy precluding coverage for bodily injury or property damage included in the products- completed operations hazard and arising out of any of your products shown in the Schedule of the endorsement.

- *If your renewal policy contains endorsement **CU 89 23 01 13 Exclusion - Designated Work** and your prior policy did not contain a similar exclusion then the following changes apply to your policy:*

COVERAGE REDUCTION

An exclusion is added to your policy that precludes coverage for bodily injury or property damage included in the products-completed operations hazard and arising out of your work shown in the schedule of the endorsement.

- *If your renewal policy contains endorsement **CU 89 24 07 14 General Amendatory Endorsement (Trade Dress Limitation)** and your prior policy contained **CU 89 24 01 13 Amendatory Endorsement (Trade Dress Limitation)** then the following changes apply to your policy:*

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

For consistency with the definition of personal and advertising injury, the personal and advertising injury exclusions that apply to:

- Material published with knowledge of falsity; and
- Material published prior to the policy period

are revised to reference "in any manner", with respect to oral or written publication.

The endorsement is re-titled to read "General Amendatory Endorsement (Trade Dress Limitation)".

**IMPORTANT NOTICE TO POLICYHOLDERS
ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
PERSONAL INFORMATION AND DATA-RELATED LIABILITY
- WITH LIMITED BODILY INJURY EXCEPTION EXCLUSION**

This Notice explains changes in your Commercial Umbrella Liability renewal policy. It contains a brief synopsis of the change and must be reviewed in conjunction with your expiring and renewal policies to reference forms described herein.

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to changes in your Commercial Umbrella Coverage Form. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your renewal and expiring policies, including the endorsements attached to your renewal and expiring policies. If you have any questions, please contact your agent.

*If your renewal policy contains endorsement **CU 89 45 10 14** and your prior policy did not contain a similar exclusion then the following change applies to your policy:*

COVERAGE REDUCTION

An exclusion has been added for any liability, damages, loss, injury, demand, "claim" or "suit", other than damages because of "bodily injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information and data-related liability.

To the extent that current policy exclusions do not apply, attachment of this endorsement may result in a reduction in coverage.



The Ohio Casualty Insurance Company

Policy Number:
USO (16) 55 69 89 23**Commercial Umbrella
Policy Declarations**

Basis: Occurrence

(ITEM 1) NAMED INSURED & MAILING ADDRESSTRUCK TIRE SALES INC
PO BOX 9123
426 PERSHING RD
CHICAGO, IL 60609**AGENT MAILING ADDRESS & PHONE NO.**(815) 485-2158
KLAFTER NORTHERN INS SERVICE LTD
350 HOUBOLT RD STE 200
JOLIET, IL 60431-8305**Named Insured Is:** CORPORATION**Named Insured Business Is:** TIRE SALES AND SERVICE**(ITEM 2) POLICY PERIOD**

From 07/24/2015 TO 07/24/2016 12:01 AM Standard Time at Insured Mailing Location

(ITEM 3) PREMIUM CHARGES

Explanation of Charges	DESCRIPTION	PREMIUM
	Commercial Umbrella	\$5,207.00
	Certified Acts of Terrorism Coverage	\$52.00 (Included)

Total Advance Charges**\$5,207.00***Note: This is not a bill*BASIS OF PREMIUM: NON-AUDITABLE(☒) AUDITABLE(☐)

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN (10%) OF THE POLICY PREMIUM AS THE MINIMUM RETAINED PREMIUM PLUS CERTIFIED ACTS OF TERRORISM COVERAGE AND ANY APPLICABLE TAXES AND SURCHARGES.

(ITEM 4) LIMITS OF INSURANCE

DESCRIPTION	LIMIT
EACH OCCURRENCE	\$4,000,000
AGGREGATE (WHERE APPLICABLE)	\$4,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$4,000,000
SELF-INSURED RETENTION	\$10,000

Servicing Office Illinois Regional Office
and Issue Date 06/09/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000**DS 70 22 01 08**

**(ITEM 5) SCHEDULE OF UNDERLYING INSURANCE:**

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
OHIO SECURITY INSURANCE COMPANY	GENERAL LIABILITY	\$1,000,000 EACH OCCURRENCE LIMIT
BKS(16)55698923 07/24/2015 - 07/24/2016		\$1,000,000 PERSONAL AND ADVERTISING INJURY LIMIT
		\$2,000,000 GENERAL AGGREGATE LIMIT
		\$2,000,000 PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT
OHIO SECURITY INSURANCE COMPANY	OWNED AND HIRED AND/OR NONOWNED AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
BAS(16)55698923 07/24/2015 - 07/24/2016		
OHIO SECURITY INSURANCE COMPANY	EMPLOYERS LIABILITY*	\$500,000 BODILY INJURY EACH ACCIDENT LIMIT
XWS(16)55698923 07/24/2015 - 07/24/2016		\$500,000 BODILY INJURY BY DISEASE AGGREGATE LIMIT
		\$500,000 BODILY INJURY BY DISEASE EACH EMPLOYEE LIMIT
*EMPLOYERS LIABILITY COVERAGE IS NOT PROVIDED FOR CLAIMS BY EMPLOYEES WHO ARE SUBJECT TO THE WORKERS COMPENSATION LAWS OF NEW YORK		

To report a claim, call your Agent or 1-800-362-0000

DS 70 23 01 08

**POLICY FORMS AND ENDORSEMENTS**

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 60 02 06 97	Commercial Umbrella Coverage Form
CU 60 39 01 08	Cap on Losses from Certified Acts of Terrorism
CU 60 40 01 08	Underlying Coverage Requirement for Certified Acts of Terrorism
CU 61 06 01 13	Auto Liability - Following Form
CU 61 99 09 00	Illinois Changes - Cancellation and Nonrenewal
CU 62 18 06 97	Amendment of Pollution Exclusion - Exception for Named Peril of Hostile Fire
CU 63 44 06 97	Foreign Liability - Following Form
CU 63 80 12 04	Fungi or Bacteria Exclusion
CU 64 79 05 09	Exclusion - Recording and Distribution of Material or Information in Violation of the Law
CU 64 82 07 14	Amendment - Electronic Data
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
CU 64 92 01 13	Mobile Equipment - Following Form
CU 65 08 01 09	Exclusion of Punitive Damages Related to Certified Acts of Terrorism
CU 88 01 12 02	War Liability Exclusion
CU 88 02 05 09	Non-Cumulation of Liability (Same Occurrence)
CU 88 03 12 07	Employment Related Practices Exclusion
CU 88 30 07 14	General Amendatory Endorsement
CU 88 34 04 06	Illinois Changes - Defense Costs
CU 88 39 07 14	Amendment of Definition of Insured
CU 88 88 09 11	Illinois Changes - Civil Union
CU 89 19 01 13	Amendment of Watercraft Exclusion
CU 89 21 01 13	Amendment of Aircraft Exclusion
CU 89 29 01 07	Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 89 45 10 14	Access or Disclosure Of Confidential Or Personal Information And Data-Related - Liability with Limited Bodily Injury Exception Exclusion

In witness whereof, we have caused this policy to be signed by our authorized officers.

Dexter Legg
Secretary

Paul Condren
President

To report a claim, call your Agent or 1-800-362-0000
DS 70 23 01 08

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COMMERCIAL UMBRELLA COVERAGE FORM

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured as defined in **Insuring Agreement, V. DEFINITIONS**. The words "we," "us" and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in

Insuring Agreement, V. DEFINITIONS. Words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITION** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay by reason of liability imposed by law or assumed by the "Insured" under an "insured contract" because of "bodily injury," "property damage," "personal injury," or "advertising injury" that takes place during the Policy Period and is caused by an "occurrence" happening anywhere. The amount we will pay for damages is limited as described below in the **Insuring Agreement Section II. LIMITS OF INSURANCE**.

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:

1. "Insureds";
2. "claims" made or "suits" brought; or
3. persons or organizations making "claims" or bringing "suits."

B. The General Aggregate Limit is the most we will pay for all damages covered under the **Insuring Agreement** in Section I., except:

1. damages included in the "products-completed operations hazard"; and
2. coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated on the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

C. The Products-Completed Operations Aggregate Limit is the most we will pay for all damages included in the "products-completed operations hazard."

D. Subject to **B.** or **C.** in Section II. **LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit is the most we will pay for "bodily injury," "property damage,"

"personal injury," or "advertising injury" covered under the **Insuring Agreement** in Section I. because of all "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of any one "occurrence."

E. If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment of one or more "claims," subject to the terms and conditions of this policy, we will:

1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or;
2. in the event of exhaustion, continue in force as "underlying insurance," but for no broader coverage than is available under this policy.

F. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

G. Retained Limit

We will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the "retained limit," which is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as Self-Insured Retention as a result of any one "occurrence" not covered by the underlying policies listed in the

Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured" during the Policy Period;

and then up to an amount not exceeding the Each Occurrence Limit as stated in the Declarations.

Once the Self-Insured Retention has been exhausted by actual payment of "claims" in full by the "Insured," the Self-Insured Retention will not be reapplied or again payable by the "Insured" for said Policy Period.

III. DEFENSE

A. We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this policy when:

1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limits of Insurance of any other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this policy applies; or
2. damages are sought for any "occurrence" which is covered by this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other insurance providing coverage to the "Insured."

B. When we assume the defense of any "claim" or "suit":

1. We will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" covered by this policy. We have the right to investigate, defend and settle the "claim" or "suit" as we deem expedient.
2. All expenses we incur in the investigation of any "claim" or defense of any "suit" are in addition to our Limits of Insurance.

3. We will pay the following as expenses, to the extent that they are not included in the coverage in the underlying policies listed in the Schedule of Underlying Insurance or in any other insurance providing coverage to the "Insured":

- a. premiums on bonds to release attachments, which bond amounts will not exceed our Limits of Insurance, but we are not obligated to apply for or furnish any such bond;
- b. premiums on appeal bonds, which bond amounts will not exceed our policy limits, required by law to appeal any "claim" or "suit" we defend, but we are not obligated to apply for or furnish any such bond;
- c. all costs taxed against the "Insured" in any "claim" or "suit" we defend;
- d. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limits of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
- e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
- f. the "Insured's" actual and reasonable expenses incurred at our request.

C. We will not investigate any "claim" or defend any "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.

D. In all other instances except Subsection A. in Section III. **DEFENSE**, we will not be obligated to assume charge of the investigation, settlement or defense of any

"claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense and trial of any "claim" or "suit" relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

IV. EXCLUSIONS

This insurance does not apply to:

- A. "Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured." This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- B. Any obligation of the "Insured" under a Workers Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law, regulation or ordinance.
- C. Any obligation of the "Insured" under the Employee Retirement Income Security Act of 1974 or any amendments to that act, or under any similar law, regulation or ordinance.
- D. Any obligation of the "Insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.
- E. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - 1. a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
 - 2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- F. "Property damage" to "your product" arising out of it or any part of it.
- G. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- H. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "your product";
2. "your work"; or
3. "impaired property"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- I. "Property damage" to property owned by the "Insured."

- J. "Personal injury" or "advertising injury":

1. arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity;
2. arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;
3. arising out of the willful violation of a penal statute or ordinance committed by or with consent of the "Insured"; or
4. for which the "Insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for

damages that the "Insured" would have in the absence of the contract or agreement.

- K. "Advertising injury" arising out of:

1. breach of contract, other than misappropriation of advertising ideas under an implied contract;
2. the failure of goods, products or services to conform with advertised quality or performance;
3. the wrong description of the price of goods, products or services; or
4. an offense committed by an "Insured" whose business is advertising, broadcasting, publishing or telecasting.

- L. Any liability, including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:

1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants," however caused.
2. Any request, demand or order that any "Insured" or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, "suits," orders or requests brought by any governmental entity or by any person or group of persons.
3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any liability, costs, charges, or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

M. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

N. Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
3. any obligation to investigate, settle or defend, or indemnify any person against any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

O. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any:

1. refusal to employ or promote;
2. termination of employment;

3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination or other employment related practices, policies, acts or omissions; or

4. consequential "bodily injury," "property damage," "personal injury" or "advertising injury" as a result of **O.1.** through **O.3.**

This exclusion applies whether the "Insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of "bodily injury," "property damage," "personal injury" or "advertising injury."

P. "Bodily injury," "property damage," "personal injury" or "advertising injury" excluded by the **Nuclear Energy Liability Exclusion** attached to this Policy.

Q. The following Items 1. through 4., except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy:

1. Liability of any employee with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you or to another employee of the same employer injured in the course of such employment.
2. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "Insured." This exclusion will not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.
3. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured."

4. "Bodily injury" to:

- a. an employee of any "Insured" arising out of and in the course of:
 - i. employment by any "Insured"; or
 - ii. performing duties related to the conduct of any "Insured's" business; or
- b. the spouse, child, parent, brother or sister of that employee as a consequence of Paragraph 4.a.

This exclusion applies:

- a. whether any "Insured" may be liable as an employer or in any other capacity; and
- b. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

V. DEFINITIONS

A. "Advertising injury" means injury arising solely out of advertising activities of any "Insured" as a result of one or more of the following offenses during the policy period:

- 1. oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 2. oral, written, televised, videotaped, or electronic publication of material that violates a person's right of privacy;
- 3. misappropriation of advertising ideas or style of doing business;
- 4. infringement of copyright, title or slogan; or
- 5. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items A.1. through A.4.

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. "Auto" does not include "mobile equipment."

C. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. "Claim" means any demand for monetary damages upon an "Insured" resulting from a covered "occurrence."

E. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- 1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- 2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- 1. the repair, replacement, adjustment or removal of "your product" or "your work"; or
- 2. your fulfilling the terms of the contract or agreement.

F. "Insured" means each of the following, to the extent set forth:

1. The Named Insured meaning:

- a. Any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50%, as of the effective date of this policy.
- b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify to be a Named Insured. However:

(1) coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) coverage does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and

(3) coverage applies only if the organization is included under the coverage provided by the policies listed in the Schedule of Underlying Insurance and then for no broader coverage than is provided under such underlying policies.

2. If you are an individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the effective date of this policy.
3. If you are a partnership or joint venture, the partners or members and their spouses but only as respects the conduct of your business.
4. If you are a limited liability company, the members or managers but only as respects the conduct of your business.
5. Any person or organization, other than the Named Insured, included as an additional "Insured" by virtue of an "insured contract," and to which coverage is provided by the "underlying insurance," and for no broader coverage than is provided by the "underlying insurance" to such additional "Insured."
6. Any of your partners, executive officers, directors, or employees but only while acting within the scope of their duties.

However, the coverage granted by this Provision 6. does not apply to the ownership, maintenance, use, "loading" or

"unloading" of any "autos," aircraft or watercraft unless such coverage is included under the policies listed in the Schedule of Underlying Insurance and for no broader coverage than is provided under such underlying policies.

Employees include "leased workers" but not "temporary workers." "Leased workers" are leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform related duties to the conduct of your business. "Leased workers" are not "temporary workers." "Temporary workers" are persons furnished to you to substitute for permanent employees on leave or to meet seasonal or short-term workload conditions.

7. Any person, other than one of your employees, or organization while acting as your real estate manager.
8. Any person (other than your partners, executive officers, directors, stockholders or employees) or organizations with respect to any "auto" owned by you, loaned to you or hired by you or on your behalf and used with your permission.

However, the coverage granted by this Provision 8. does not apply to any person using an "auto" while working in a business that sells, services, repairs or parks "autos" unless you are in that business.

9. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

G. "Insured contract" means any oral or written contract or agreement entered into by you and pertaining to your business under which you assume the "tort liability" of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or

agreement. "Tort liability" means a civil liability that would be imposed by law in the absence of any contract or agreement.

H. "Loading" or "unloading" means the handling of property:

1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. while it is in or on an aircraft, watercraft or "auto";
3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.

However, "loading" or "unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment or

- b. cherry pickers and similar devices used to raise or lower workers;

6. vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. equipment designed primarily for:

- (1) snow removal;

- (2) road maintenance, but not construction or resurfacing; or

- (3) street cleaning;

- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and

- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

J. "Occurrence" means:

1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions;

2. as respects "personal injury," an offense arising out of the business of any "Insured" that results in "personal injury." All damages that arise from the same or related injurious material or acts will be considered as arising out of one "occurrence," regardless of the

frequency or repetition thereof, the number and kind of media used and the number of claimants;

3. as respects "advertising injury," an offense committed in the course of advertising your goods, products and services that results in "advertising injury." All damages that arise from the same or related injurious material or acts will be considered as arising out of one "occurrence," regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

K. "Personal injury" means injury other than "bodily injury" or "advertising injury" arising out of one or more of the following offenses during the policy period:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4. oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. oral, written, televised, videotaped, or electronic publication of material that violates a person's right of privacy; or
6. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **K.1.** through **5.**

L. 1. "Products-completed operations hazard" means all "bodily injury" and "property damage" from an "occurrence" taking place away from premises you own or rent and arising out of "your product" or "your work" except:

- a. products that are still in your physical possession; or

b. work that has not yet been completed or abandoned.

2. "Your work" will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract has been completed.
- b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

3. This "products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

- a. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading" or "unloading" of it;
- b. the existence of tools, uninstalled equipment or abandoned or unused materials.

M. "Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss will be deemed to occur at the time of the "occurrence" that caused it.

N. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "per-

sonal injury," or "advertising injury" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

O. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policies issued to replace those policies during the term of this insurance that provide:

1. at least the same policy limits; and
2. insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

P. "Your product" means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. Containers (other than vehicles) materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
2. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

Q. "Your work" means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
2. the providing of or failure to provide warnings or instructions.

VI. Conditions

A. Appeals

If the "Insured" or an "Insured's" underlying insurers do not appeal a judgment in excess of the "retained limit," we have the right to make such an appeal. If we elect to appeal, our liability on such an award or judgment will not exceed our Limits of Insurance as stated in Item 4. of the Declarations plus the cost and expense of such appeal.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three years after the expiration or termination of this policy.

C. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any "Insured" or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers will not relieve us from the payment of any "claim" or "suit" covered by this policy. Under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or assume any obligation with the "retained limit."

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insured's" with respect to the giving and receiving of notice of can-

cellation and the receipt of any refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

F. Duties in The Event of An Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" under this policy. To the extent possible, notice will include:
 - a. how, when and where the "occurrence" took place;
 - b. the names and addresses of any injured person and witnesses;
 - c. the nature and location of any injury or damage arising out of the "occurrence."
2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved "Insured" must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;

- c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
4. The "Insured's" will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

G. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of any "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

H. Legal Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. you have complied with all the terms of this policy; and
- 2. the amount you owe has been determined by settlement with our consent or by actual trial and final judgment;

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Maintenance of Underlying Insurance

During the period of this policy, you agree:

- 1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- 2. that any renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be more restrictive in coverage;
- 3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
- 4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the period of this policy such as to increase the coverage afforded under this policy.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

J. Other Insurance

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

K. Premium

The first Named Insured designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 3. of the Declarations. At the beginning of the policy period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this policy expires or if it is canceled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjust-

ment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our policy period.

L. Separation of Insureds

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each "Insured" against whom "claim" is made or "suit" brought.

M. Transfer of Rights of Recovery Against Others to Us

If any "Insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "Insured" must do nothing after loss to impair those rights and must help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

N. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the "retained limit."

O. Transfer of Your Rights And Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

P. When Loss Is Payable

Coverage under this policy will not apply unless and until any "Insured" or an "Insured's" underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss falling within the terms of this policy.

You will promptly reimburse us for any amount within the Self-Insured Retention advanced by us at our discretion on behalf of any "Insured."

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does not apply to:

1. Any liability, injury or damage:

- a.** with respect to which any "Insured" under the policy is also an "Insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "Insured" under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
- b.** resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** any "Insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material," if:

- a.** the "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, any "Insured" or **(b)** has been discharged or dispersed therefrom;
- b.** the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any "Insured"; or
- c.** the injury or "nuclear property damage" arises out of the furnishing by any "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or

Canada, this Exclusion **2.c.** applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

3. As used in this exclusion:

- a.** "Hazardous properties" includes radioactive, toxic or explosive properties.
- b.** "Nuclear facility" means:
 - i.** any "nuclear reactor";
 - ii.** any equipment or device designed or used for
 - (1)** separating the isotopes of uranium or plutonium,
 - (2)** processing or utilizing "spent fuel" or
 - (3)** handling, processing or packaging "nuclear waste";
 - iii.** any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - iv.** any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, "nuclear waste," and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.
- c.** "Nuclear material" means "source material," "special nuclear material" or by-product material.
- d.** "Nuclear property damage" includes all forms of radioactive contamination of property.

e. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

f. "Nuclear waste" means any nuclear waste material (a) containing "by-product material" other than the tailings of nuclear waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph 3.b.i. or 3.b.ii.

g. "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

h. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

This endorsement does not change any other provision of the policy.

In Witness Whereof, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.

COMMERCIAL UMBRELLA COVERAGE

CU 60 39 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement does not change any other provision of the policy.

COMMERCIAL UMBRELLA COVERAGE
CU 60 40 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERLYING COVERAGE REQUIREMENT FOR CERTIFIED
ACTS OF TERRORISM**

With respect to any one or more "certified acts of terrorism," we will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement for Certified Acts of Terrorism and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This exclusion does not apply to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

1. The following exclusion is added to Section IV. - EXCLUSIONS:

This insurance does not apply to:

Any liability arising out of the ownership, maintenance, use or entrustment to others of any "auto." Use includes operation and "loading" or "unloading". This exclusion applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "Insured".

This exclusion does not apply to the extent that insurance for such liability is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy

2. Paragraph B. under Section V. DEFINITIONS is replaced by the following:

B. "Auto" means an auto as it is defined in the applicable "underlying insurance".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART
EXCESS LIABILITY COVERAGE PART

SECTION VI - CONDITION D. Cancellation is deleted and the following condition is added to **SECTION VI - CONDITIONS**:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
2. We may cancel this Policy by mailing to you written notice stating the reason for of cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect 60 days or more or is a renewal or continuation policy, we will give 60 days written notice prior to the effective date of cancellation. It may be cancelled by us only for one of the following reasons:
 - a. nonpayment of premium;
 - b. the policy was obtained through a material misrepresentation;
 - c. any "Insured" has violated any of the terms and conditions of the policy;
 - d. the risk originally accepted has measurably increased;
 - e. certification of the Director of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. a determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this state.

4. We will mail our notice to you, and the agent or broker, at the last addresses known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. Proof of mailing will be sufficient proof of notice.

The following **CONDITION** is added and supersedes any provision to the contrary:

When We Do Not Renew

If we decide not to renew this Policy, we will mail to you, and the agent or broker, at the last address known to us written notice of nonrenewal no less than 60 days before the expiration date. Even if we do not comply with these terms, this Policy will terminate:

1. On the expiration date, if:
 - a. you fail to perform any of your obligations in connection with the payment of premium for the Policy or the renewal of the Policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or
 - b. we have indicated our willingness to renew this Policy to you or your representative ; or
 - c. you have notified us or our agent that you do not want to renew this Policy.
2. On the effective date of any other insurance policy replacing this Policy. We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION - EXCEPTION FOR NAMED PERIL OF HOSTILE FIRE

Exclusion L. is deleted from Section IV. - **EXCLUSIONS** and is replaced by the following:

Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants," however caused.
2. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons.
3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any liability, costs, charges or expenses, or any judgments or settle-

ments, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the named peril of heat, smoke or fumes from a "hostile fire" at any "Insured's" premises or job location, to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

As used in this exclusion:

"Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN LIABILITY - FOLLOWING FORM

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "bodily injury," "property damage," "personal injury," or "advertising injury" which occurs outside the United States of America, its territories and possessions, Puerto Rico, or Canada, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

COMMERCIAL UMBRELLA
CU 63 80 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

The following is added to **Section IV - EXCLUSIONS**:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "Insured" or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption, but only to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

As used in this exclusion:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

This endorsement does not change any other provision of the policy.

COMMERCIAL UMBRELLA
CU 64 79 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION
IN VIOLATION OF THE LAW EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

The following exclusion is added to Section IV - Exclusions:

This insurance does not apply to:


Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
4. Any federal, state or local statute, ordinance or regulation, other than TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

This endorsement does not change any other provision of the policy.

CU 64 82 07 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

A. The following exclusion is added to Section IV. EXCLUSIONS:

This insurance does not apply to:

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data". This exclusion does not apply to liability for damages because of "bodily injury", but only to the extent that insurance is provided for such damages by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

B. Section V. DEFINITIONS is amended as follows:**1. Definition M. is replaced by the following:****M. "Property damage" means:**

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

2. For the purposes of this endorsement, the following definition is added:

"Electronic data" means, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This endorsement does not change any other provision of the policy.

CU 64 87 10 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC OR TRADE SANCTIONS CONDITION ENDORSEMENT

The following is added to Section **VI - CONDITIONS**:

Economic or Trade Sanctions

If coverage for a claim or suit under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or suit will be null and void.

This endorsement does not change any other provision of the policy.

CU 64 87 10 05

CU 64 92 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

1. The following exclusion is added to Section IV. - EXCLUSIONS:

This insurance does not apply to:

Any liability for or arising out of the ownership, maintenance, use or entrustment to others of any "mobile equipment". Use includes operation and "loading" or "unloading". This exclusion applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the "Insured".

This exclusion does not apply to the extent that insurance for such liability is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy

2. Paragraph I. under Section V. DEFINITIONS is replaced by the following:

- I. "Mobile equipment"** means mobile equipment as it is defined in the applicable "underlying insurance".

This endorsement does not change any other provision of the policy.

CU 65 08 01 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

Exclusion **M.** under Section IV - Exclusions is replaced by the following:

This insurance does not apply to:

- M.** "Bodily injury", "property damage", "personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of:
1. War, including undeclared or civil war; or
 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

The following is added to paragraph **D.** under **SECTION II - LIMITS OF INSURANCE:**

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior, or future, commercial umbrella policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

Exclusion O. under Section IV - Exclusions is replaced by the following:

This insurance does not apply to:

- O. "Bodily injury", "personal injury" or "advertising injury" to:
1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
 2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs 1.a., 1.b., or 1.c. above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs 1.a., 1.b. or 1.c. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

A. **SECTION I. COVERAGE** under the **INSURING AGREEMENTS** is replaced by the following:

I. COVERAGE

- A. We will pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay by reason of liability imposed by law or assumed by the "Insured" under an "insured contract" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. The amount we will pay for damages is limited as described in the **INSURING AGREEMENT, SECTION II. LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION III. DEFENSE**.
- B. This insurance applies to:
 1. "Bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" occurs during the Policy Period; and
 - b. The "bodily injury" or "property damage" is caused by an "occurrence" happening anywhere; and
 - c. Prior to the Policy Period, no "Insured" listed under paragraphs **1.a., 2., 3. or 4.** of definition **F.** under **SECTION V. DEFINITIONS**, and no employee authorized by you to give or receive notice of an "occurrence" or "claim", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "Insured" or authorized employee knew, prior to the Policy Period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the Policy Period will be deemed to have been known prior to the Policy Period.
 2. "Personal and advertising injury" caused by an "offense" arising out of your business but only if the "offense" was committed during the Policy Period.
- C. "Bodily injury" or "property damage" which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any "Insured" listed under paragraphs **1.a., 2., 3. or 4.** of definition **F.** under **SECTION V. DEFINITIONS**, or any employee authorized by you to give or receive notice of an "occurrence" or "claim", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the Policy Period.
- D. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "Insured" listed under paragraphs **1.a., 2., 3. or 4.** of definition **F.** under **SECTION V. DEFINITIONS**, or any employee authorized by you to give or receive notice of an "occurrence" or "claim":
 1. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 2. Receives a written or verbal demand or "claim" for damages because of "bodily injury" or "property damage"; or
 3. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- E. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss or services or death resulting at any time from the "bodily injury".

B. SECTION II. LIMITS OF INSURANCE is amended as follows:

1. Paragraph B. is replaced by the following:

B. The General Aggregate Limit is the most we will pay for all damages covered under **SECTION I. COVERAGE** of the **INSURING AGREEMENTS**, except:

1. Damages included in the "products-complete operations hazard"; and
2. Coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated on the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury", "property damage" or "personal and advertising injury" subject to an aggregate limit in the "underlying insurance". The General Aggregate applies separately and in the same manner as the aggregate limits in the "underlying insurance".

2. Paragraph D. is replaced by the following:

D. Subject to **B.** or **C.** in **SECTION II. LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit is the most we will pay for "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I. COVERAGE** of the **INSURING AGREEMENTS** because of all:

1. "Bodily injury" or "property damage" arising out of one "occurrence"; and
2. "Personal and advertising injury" arising out of one "offense".

3. Provision 2. of paragraph G. is replaced by the following:

2. the amount stated in the Declarations as the Self- Insured Retention as a result of any one "occurrence" or one "offense" not covered by the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured" during the Policy Period;

C. SECTION III. DEFENSE is amended as follows:

1. Paragraph A. is replaced by the following:

A. We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of the policy when:

1. The applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limits of Insurance of any other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" or "offense" to which this policy applies; or
2. Damages are sought for any one "occurrence" or "offense" which is covered by this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other insurance providing coverage to the "Insured".

2. Paragraph B.1. is replaced by the following:

1. We will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" or "offense" covered by this policy. We have the right to investigate, defend and settle the "claim" or "suit" as we deem expedient.

3. Paragraph D. is replaced by the following:

D. In all other instances except paragraph **A.** in **SECTION III. DEFENSE**, we will not be obligated to assume charge of the investigation, settlement or defense of any "claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense and trial of any "claim" or "suit" relative to any "occurrence" or "offense" which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

D. SECTION IV. EXCLUSIONS is amended as follows:1. Exclusion **J.** is replaced by the following:

This insurance does not apply to:

J. "Personal and advertising injury":

1. Caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
2. Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the "Insured" with knowledge of its falsity.
3. Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the Policy Period.
4. Arising out of a criminal act committed by or at the direction of the "Insured".
5. For which the "Insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages the "Insured" would have in the absence of the contract or agreement..
6. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
8. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
9. Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

10. Committed by an "Insured" whose business is:

- a. Advertising, broadcasting, publishing or telecasting;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs **K.1.**, **K.2.** or **K.3.** of the definition of "personal and advertising injury" under **SECTION V. DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

11. Arising out of an electronic chatroom or bulletin board the "Insured" hosts, owns or over which the "Insured" exercises control.
12. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

2. Exclusion **K.** is deleted.**E. SECTION V. DEFINITIONS** is amended as follows:1. Definition **A.** is deleted and replaced by the following:

A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. The following is added to definition **C.**:
"Bodily injury" does not include "bodily injury" arising out of "personal and advertising injury".
3. Definition **D.** is replaced by the following:
"Claim" means any demand for monetary damages upon any "Insured" resulting from a covered "occurrence" or "offense".
4. Definition **J.** is replaced by the following:
J. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
5. Definition **K.** is deleted and replaced by the following:
K. "Personal and advertising injury" means injury other than "bodily injury", arising out of one or more of the following offenses:
 1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 6. The use of another's advertising idea in your "advertisement"; or
 7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
 "Personal and advertising injury" includes "consequential bodily injury".
6. The following definitions are added:
"Consequential bodily injury" means "bodily injury" arising out of "personal and advertising injury".
"Offense" means an offense included in the definition of "personal and advertising injury". All damages that arise from exposure to the same act, publication or infringement are considered one "offense".

F. SECTION VI. CONDITIONS is amended as follows:

1. Condition **F.** is amended as follows:
 - a. The title is replaced by the following:
F. Duties In the Event Of An Occurrence, Offense, Claim Or Suit
 - b. Paragraph **1.** is replaced by the following:
 1. You must see to it that we are notified as soon as practicable of an "occurrence" or "offense" which may result in a "claim" or "suit" under this policy. To the extent possible, notice will include:
 - a. How, when and where the "occurrence" or "offense" took place;
 - b. The names and addresses of any injured person and witnesses;
 - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".

2. Paragraph 3. of Condition I. is replaced by the following:
 3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of "claims" or "suits" for "occurrences" or "offenses" covered by "underlying insurance"; and
- G. Wherever the defined term, "personal injury" or "advertising injury", appears in the following, such terms are deleted and replaced by the combined defined term "personal and advertising injury":
 1. Commercial Umbrella Coverage Form provisions:
 - a. Exclusions O., P. and Q. under **SECTION IV. EXCLUSIONS**; or
 - b. Definitions F. and N. under **SECTION V. DEFINITIONS**; or
 2. Any endorsements that are made a part of this policy.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART
EXCESS LIABILITY COVERAGE PART

The following is added to **Section III. DEFENSE.**

If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION OF INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

Paragraph **F.5.** under **SECTION V. DEFINITIONS** is replaced by the following:

5. Any person or organization who qualifies as an insured in the "underlying insurance" and does not qualify as an "Insured" in paragraphs 1., 2., 3., 4., 6., 7., or 8. of this definition F., but not beyond the extent of any limitation imposed under any contract or agreement. However:
 - a. The coverage provided to such person or organization by this insurance:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than the coverage afforded by the applicable "underlying insurance"; and
 - b. If coverage provided to such person or organization is required by a contract or agreement, the limits of insurance afforded to that person or organization will be:
 - (1) The difference between the applicable "underlying insurance" limits and the minimum limits of insurance which you agreed to provide in a contract or agreement; or
 - (2) The amount of insurance available under the applicable Limits of Insurance shown in the Declarations of this policy

whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a contract or agreement are wholly within the "underlying insurance", this policy shall not apply.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Illinois law.

This endorsement does not change any other provision of the policy.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

Provision **2.** of paragraph **Q.** under Section **IV. EXCLUSIONS** is replaced by the following:

This insurance does not apply to:

- Q.** The following items **1.** through **4.**, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy:
- 2.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft if such watercraft is owned by, or chartered without a crew by or on behalf of, any "Insured". Use includes operation and "loading" or "unloading". This exclusion applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the "Insured". This exclusion does not apply to a watercraft while ashore on premises you own or rent.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

Provision **3.** of paragraph **Q.** under Section **IV. EXCLUSIONS** is replaced by the following:

This insurance does not apply to:

- Q.** The following items **1.** through **4.**, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy:
- 3.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, if such aircraft is owned by, or hired without pilot or crew by or on behalf of, any "Insured". Use includes operation and "loading" or "unloading". This exclusion applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the "Insured".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR,
BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION
OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism," but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

"Any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury" "advertising injury", or "personal and advertising injury" as may be defined in any applicable Coverage Part or "underlying insurance".

- C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

All other terms and provisions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
INFORMATION AND DATA-RELATED LIABILITY - WITH
LIMITED BODILY INJURY EXCEPTION EXCLUSION**

A. The following exclusion is added to Section IV - EXCLUSIONS:

This insurance does not apply to:

Any liability, damages, loss, injury, demand, "claim" or "suit" arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, fines, penalties (including but not limited to, fees or surcharges from affected financial institutions) or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph 1 or 2 above.

However, unless Paragraph 1 above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following definition is added to Section V - DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This endorsement does not change any other provisions of the policy.